IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 05-091

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Installation of City Owned Material Spreader

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, April** 13, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

SPECI FICATION NO. 05-091 BID OPENING TIME: 12:00 NOON DATE: Wednesday, April 13, 2005

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

respect, in strict accordance with the contract documents at and for fees listed below. ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document. **Bid Schedule** Description ltem Qty. Unit Unit cost **Total Cost** 1. 1 Complete package including Snow Plow each Options: 2. 1 each Package less Snow Plow \$ 3. 1 **Snow Plow Only** each BID SECURITY REQUIRED: YES X NO AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices. The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted. RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-091 **COMPANY NAME** (Signature) STREET ADDRESS or P.O. BOX (Print Name) CITY. STATE **ZIP CODE** (Title)

Bids may be inspected in the Purchasing Division offices during normal business hours, <u>after</u> tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a <u>self-addressed stamped envelope</u> with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

(Date)

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

TELEPHONE No.

E-MAIL ADDRESS

EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER

FAX No.

EQUIPMENT SPECIFICATIONS

FOR

INSTALLATION OF CITY OWNED 10 FOOT MATERIAL SPREADER AND

MISCELLANEOUS ASSOCIATED EQUIPMENT

1. APPLICATION

- 1.1 This material spreader and accessory equipment will be mounted on a 2006, 35,000 GVWR, 84" CA cab and chassis for use by the City of Lincoln for in snow plowing and ice control operations.
- 1.2 Detailed specifications of cab and chassis will be provided upon request.
- 1.3 Detailed specifications of material spreader will be provided upon request.

2. INTENT OF SPECIFICATIONS

- 2.1 The intent of this specification is to describe a completed combination snow plow and material spreader unit with the City providing the cab/chassis and material spreader and the successful bidder providing all other equipment and labor as specified.
- 2.2 Equipment and labor provided by the City as follows:
 - 2.2.1 No labor or transportation will be provided by the City.
 - 2.2.2 A new 2006 Freightliner M2-106V, 35,000 GVWR, 84" CA cab and chassis.
 - 2.2.3 A used 1998 10' V-box Henderson FSH-10 409SS material spreader.
- 2.3 Equipment and labor provided by the successful bidder as follows:
 - 2.3.1 Transportation of the new cab and chassis from Lincoln NE. to the successful bidders place of business and delivery of completed unit.
 - 2.3.2 Transportation of existing material spreader from Lincoln NE. to the successful bidders place of business and delivery of cab and chassis following material spreader removal.
 - 2.3.3 Removal and reconditioning of used material spreader as specified.
 - 2.3.4 Installation of reconditioned material spreader as specified.
 - 2.3.5 Provide and install material spreader control system as specified.
 - 2.3.6 Provide and install central hydraulic system as specified.
 - 2.3.7 Provide and install lighting system as specified.
 - 2.3.8 Provide and install custom snow plow hitch as specified.
 - 2.3.9 Provide and install 10' hydraulic reversible snow plow as specified.
 - 2.3.9.1 See item #6.

3. SPECIAL INSTRUCTIONS

- 3.1 The successful bidder will be responsible for all costs associated with the pick-up of the vehicles described above at City of Lincoln, Star Tran, 710 AJ@ Street, Lincoln NE. and delivery of both the completed unit and existing chassis.
 - 3.1.1 Unit will be complete and ready for operation upon delivery.
- 3.2 It is the responsibility of the bidder to inspect the existing material spreader and to include in the bid any and all costs required for a neat professional installation whether or not specifically addressed in the specifications.
- 3.3 Please contact Glenn Knust @ 402-441-8317 to schedule inspection of the material spreader.

4. CENTRAL HYDRAULIC SYSTEM

4.1 See attached specifications.

5. <u>CUSTOM SNOW PLOW HITCH</u>

5.1 See attached specifications.

			Company Name					
			SIBLE SNOW PLOW					
6.1 6.2		See attached snow plow specifications. The City reserves the right to:						
0.2	6.2.1							
	6.2.1		se the complete package including the snow plow. se the package less the snow plow.					
	6.2.3		se only the snow plow.					
	0.2.3		F.O.B. City of Lincoln, Star Tran, 710 AJ@ Street, Lincoln, NE.					
Meets Spe	ecs							
Yes No								
	7.	LIGH	TING SYSTEMCUSTOM CONSOLESPREADER CONTROL					
		7.1	Lighting must meet F.M.V.S.S. 108.					
		7.2	All clearance, side marker and rear identification markers required to meet 108					
			Standards will be replaced with LED design.					
		7.3	Existing stop/tail and turn lights will be removed for body reconditioning and reinstalled in					
			the same location.					
			7.3.1 S/T/T lights provided with the new cab and chassis will be removed.					
		7.4	Existing traffic advisor will be removed for body reconditioning and reinstalled in the					
			same location.					
			7.4.1 Control head will be cab mounted in a location to be determined.					
		7.5	Wiring harness for all 108 lighting will be replaced and be one piece design with sealed					
			connections securely attached to body.					
			7.5.1 Splices will be limited as much as possible but if required will be solder heat					
			shrink connections. Crimp type or SCOTCK-LOC connections are not					
			acceptable.					
	_		7.5.2 Wiring will be loomed and securely attached using insulated stainless steel					
			cable/wire clamps and stainless steel hardware.					
		- -	7.5.3 The use of adhesive or frame clip type cable/wire clamps is <u>not</u> acceptable.					
	_	7.6	North American Signal Company model AB2-72 light mounting bar.					
		77	7.6.1 Mounting height to be as low as possible for cab provided.					
	_	7.7	Whelen Model DOT3-102A lighting system. (no exception)					
	_	7.8	Whelen DOT3-6HBG strobe head with branch guard mounted in center of light bar.					
	_	7.9	Whelen DOT3-102A stainless steel light assembly with linear strobe will be mounted in rear upper corner areas of the material spreader.					
		7.10	Whelen DOT3-ISP94 strobe light power supply mounted behind drivers seat on a vertical					
	_	7.10	bracket assembly to reduce the chance of moisture damage. (note: DIP4 diagnostic					
			panel to be in-dash mounted)					
		7.11	Heavy-duty corrosion resistant TPR jacketed cable set with ADeutsche waterproof					
		7.11	connectors.					
		7.12	Strobe lights to be controlled through the Wired Rite console and be capable of the					
		1.12	following.					
			7.12.1 Front strobe only.					
			7.12.2 Rear strobes only.					
			7.12.3 Both front and rear strobes.					
			7.12.4 Hi-low intensity.					
		7.13	Strobe lenses to be amber.					
		7.14	Grote #64261-4 snow plow lights installed on right and left side of light bar.					

6.

> facing the drivers seat. 7.17.1 Exact installation location may vary depending on cab design and transmission access panel location.

7.16.1 Console part # X-CLN-31682 (no exception on make or model)

Windsor, CA. 95492 Ph. #800-538-7483.

stainless steel cable/wire clamps and stainless steel sheet metal screws.

7.15

7.16

7.17

All wiring from plow and strobe lights installed on the light mount bar shall be neatly

assembled in a single loom and securely attached to the back of cab using insulated

Custom switch and control console will be: Wired Rite Systems Inc., 5793 Skylane Blvd.

Console will be installed between the drivers and passengers seat with the switch panel

			Company Name
Meets Specs			
Yes No			
		7.17.	2 Contact Glenn Knust @ 402-441-8317 for installation location.
		7.18	Power to custom console will be minimum 10 ga. wiring direct from auxiliary power lug if provided or battery.
		7.19	Certified Power (Component Technology) GL-400 material spreader control system will be provided and installed as follows:
			 7.19.1 Mounting bracket with spot switch. 7.19.2 Heavy duty cable set for closed loop operation with RDS Allison transmission.
			 7.19.3 Conveyor speed sensor. 7.19.4 Material spreader control will be installed off front side of the custom control
		7.20	console and power provided through power lug in the console. A Certified Power representative will provide four (4) hours of on site maintenance and calibration training to Star Tran employees.
	8.	FRAM	E CUT OFF
		8.1	Standard frame cut off.
		8.2 8.3	2" steel end cap. If removed, the factory rear tow hooks are to be reinstalled in a similar location following
			cut off.
	9.	GENER/	AL INFORMATION
			One (1) parts book shall be furnished for each system provided.
		9.2	Material spreader to be securely mounted in a position to give approximately 4
		9.3	inches clearance between the head of the body and rear of the cab. All components of the hydraulic system to include pump, reservoir, hose,
		9.3	valving and controls shall be secure and installed in a professional manner.
		9.4	All welds are to be chipped, brushed and painted with black enamel.
			The material spreader and snow plow shall be mounted on the truck as a complete unit
			and ready for satisfactory operation as a combination truck with central hydraulic and ighting system.
			9.5.1 City will install the snow plow if not purchased as part of the package.
			Unit shall be furnished with all applicable clearance lights and reflectors to meet all F.M.V.S.S. and OSHA requirements.
		9.7	Installer shall affix the proper GVW certification sticker prior to delivery of unit.
	10.	WAR	RANTY REQUIREMENTS
		10.1	Manufactures standard warranty shall apply.
		40.0	10.1.1 Please provide information concerning the Term and Conditions of warranty with your bid proposal.
		10.2	During the warrant period, it shall be the responsibility of the seller to perform warranty repairs F.O.B., Star Tran Garage, 710 AJ@ Street, Lincoln, Nebraska or, at the seller-s
			discretion, to transport the equipment to a factory-authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by
			the seller.
	11.	PAIN [*]	T AND SURFACE PREPARATION
		11.1	Complete exterior of material spreader body will be sandblasted, blown off, prepared and painted to match cab color.
		11.2	Items to be painted black:
			11.2.1 Snow plow hitch.
			11.2.2 Frame cap.
		11.3	11.2.3 Material spreader top grates.
		11.3	Surface preparation, conditioning and prime will be as recommended by the paint supplier for maximum durability.
		11.4	All products will be applied in accordance with the Product Data Sheets.
		11.5 11.6	Finish must be smooth, shiny, free of runs, overspray and other defects. Entire system will have a minimum of 4.0 mil dry film thickness.
		11.0	Entire everent will have a minimulate of T.O Hill at villing tillontices.

CENTRAL HYDRAULIC SYSTEM for MATERIAL SPREADER - REVERSIBLE SNOW PLOW

1. BASIC DESIGN

- 1.1 Transmission P.T.O. driven load sensing central hydraulic system.
- 1.2 System must be capable of supplying and controlling all motors and actuators as detailed.

2. GENERAL INFORMATION

- 2.1 All hydraulic hose, fittings, adapters, and quick disconnect couplings used in the central hydraulic system shall be specifically designed for hydraulic system applications and be Aeroquip brand or equal quality with individual components designed to meet the requirements of:
 - A. System operating pressure and temperature.
 - B. Fluid compatibility.
- 2.2 All pressure and return hoses will have 37° JIC swivel fitting on both ends for ease of replacement. (Pressure line at pump to be 4-bolt flange)
- 2.3 The use of standard black or galvanized pipe fittings is NOT ACCEPTABLE.
- 2.4 All hydraulic components shall be installed in a neat and professional manner conforming to current engineering and manufacturers practices.
- 2.5 Transmission is Allison RDS 3500 Series without retarder. Other truck specifications available upon request.

Meets Spe	ecs		
<u>Yes</u> No			
	3.	<u> HYI</u>	DRAULIC PUMP AND PUMP DRIVE
		3.1	Rexroth Model # A10V071DFR/31RPKC 92 N sided ported variable displacement hydraulic
			pump.
		3.2	PTO shall be a Chelsa Model 277 with the following features:
			3.2.1 Power shift design actuated through switch in the Wired Rite console
	d€	esigr	ned for extended road speed operation.
			3.2.2 Pressure lubricated.
			3.2.3 Approximately 1 to 1 drive ratio.
<u> </u>			3.2.4 Mounting position shall be left side (8 o=clock).
		3.3	PTO to hydraulic pump drive shall be as follows:
			3.3.1 Minimum Spicer 1280 drive components.
			3.3.2 Slip yoke design with grease able u-joints at each end.
<u> </u>			3.3.3 All shaft locking devices to be wire tied.
			3.3.4 Shaft to be professionally balanced to insure smooth operation.
		3.4	Hydraulic pump shall be left side frame mounted directly across from hydraulic reservoir to
			allow for the shortest possible pressure and suction line hose routing.
	4. I	HYDI	RAULIC VALVES
	_	4.1	Rexroth MP-18 pressure compensated load sensing design arranged as follows:
			4.1.1 1st section - 12 VDC Single Acting Proportional, plow up/down - 7 GPM spool with
			hollow compensator flow adjustment.
			4.1.2 2nd section - 12 VDC Double Acting Proportional, plow angle left/right-7GPM spool
			with hollow compensator flow adjustment and adjustable port relief to A and
			B ports (set at 2,000 psi.)
			4.1.3 3th section - 12 VDC Single Acting Proportional, spinner drive, 7 GPM spool with solid
			compensator full flow.
			4.1.4 4th section 12 VDC Single Acting Proportional, conveyor drive, 15 GPM spool with
			solid compensator full flow.
		4.2	A 5000 psi glycerin filler gauge shall be installed in appropriate port to constant read system
			pressure.

Meets Spe	ecs		
<u>Yes</u> <u>No</u>	5.	HYD	PRAULIC CONTROLS
		5.1	Plow functions through J.R. Merritt Plus (#VCS2V-101.7855) joystick control, for single acting snow plow up/down, double acting snow plow right/left with forward motion mechanical lock for plow down float position.
		5.2	Controls to hydraulic valves through heavy-duty cable assembly with weather proof connectors through bulkhead on VM tank assembly. CPC connection on console end, Cannon Asure seal@connectors on valve end.
— — — —		5.4	5.3.1 LED inline activation indicators on plow and hoist circuits. Controls for 3th section, spinner drive, will be provided through the GL-400 material spreader control system.
		5.5	Controls for 4th section, conveyor drive, will be provided through the GL-400 material spreader control system.
		5.6	System pressure will be set at 2,000 psi and stand-by pressure set at 300 psi.
	6.	<u>HYD</u>	RAULIC LINES AND FITTINGS
		6.1	All hoses from output ports on reservoir to snow plow lift cylinder and reversing cushion valve shall be 2" with a minimum 3000 PSI working pressure.
		6.2	Snow plow quick attach couplers at cushion valve shall be Aeroquip FD45 series 2" stainless steel.
			6.2.1 Cushion valve will be provided and install on the left (street side) of the plow hitch in a position that allows for easy coupler connections.
		6.3	Spinner and conveyor pressure hoses shall be 2" with a minimum 3000 PSI working pressure.
<u> </u>		6.4 6.5	Return hose for Material Spreader shall be 3/4" with a minimum 3000 PSI working pressure. All lines and hoses shall be securely fastened in a neat and professional manner.
	7.	RES	ERVOIR
		7.1	Component Technology Model #CT-VM30S-LS frame mounted reservoir.
		7.2	Magnetic drain plug.
		7.3	Suction screen.
		7.4	Screened filler neck.
		7.5	Sight/temperature gauge.
		7.6	10 micron tank mounted filter.
		7.7	By-pass and condition gauge.
		7.8	Shut off valve

7.9 Left side (street) frame mounted as close to back of cab as possible.

Company Name _____

SPECIFICATIONS

FOR

CUSTOM NON-FOLDING LOW-PROFILE QUICK LINK SNOW PLOW HITCH WITH ADJUSTABLE LIFT $$\operatorname{ARM}$$

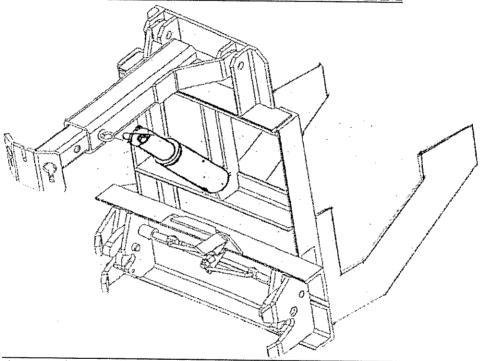
1. MODEL:

- 1.1 The equipment furnished under these specifications shall be new custom designed and manufactured to meet or exceed the following specifications.
- 1.2 The bidders shall provide a engineering quality drawing of the hitch being provided to include all relevant dimensional and material information for approval.

Meets Specs.

Yes No			
	2.	CUST	OM HITCH
		2.1	Heavy-duty, tailored, non-folding low-profile design with minimum 2" steel side cheek plates
		2.2	Hitch shall be designed and manufactured specifically for the truck provided.
		2.3	All thrust loads must be transferred to chassis frame not to axle or spring assembly.
		2.4	Quick hitch positive lock design with Flink Model #QL2 welded to lower push plate, with
			plow attachment point set at 16 inches above ground level.
		2.5	The hitch must be designed to allow the tilt-hood with stationary grill to fully open without
			contacting any portion of the hitch or lift arm.
		2.6	Lowest point of hitch to allow a minimum of 12 inches ground clearance.
		2.7	Hitch shall be primed and painted black and installed with grade 8 bolts and lock nuts per
			manufacturers recommendations.
		2.8	Minimum 3 inch bore 10 inch stroke hydraulic single acting lift cylinder and square tube design
			adjustable lift arm.
			2.8.1 The lift arm shall be pin adjustable to lengths of approximately 30, 35 and 40
			inches when measured from the arm pivot point to the chain lock and be
			designed to accept two 3/8" plow lift chains.
		2.9	If removed, the factory front tow hooks are to be reinstalled in a similar location
- —			following hitch installation.
		2.10	See diagram 1A for general snow plow hitch design.

CUSTOM NON-FOLDING LOW-PROFILE QUICK LINK SNOWPLOW HITCH WITH ADJUSTABLE LIFT ARM



Approximate dimensions:

Lift arm extension: 30" to 40" from pivot point to end.

Overall height: 38"

Height above top of truck frame: 12"

Overall width: 34"

Ground to center of plow attachment point: 16"

Note: The hitch <u>must</u> be designed to allow the tilt-hood with stationary grill to fully open without contacting any portion of the hitch or lift arm.

Diagram 1A

Company Nan	e

10 FT. HYDRAULIC REVERSIBLE SNOW PLOW

1. APPLICATION

1.1 The snow plow will be utilized by the Public Works & Utilities Department for snow removal projects on arterial and residential streets within the confines of the City of Lincoln.

2. MODEL

Meets Specs.

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:

4.3

- 2.2.1 Baker/Flink Model 2PR559S
- 2.2.2 Monroe Model MP38R10ISTEFL
- 2.3 Bidders are cautioned to read the specifications carefully. The specifications may include special requirements not commonly offered by the manufacturer.

Yes No 3. **BASIC DESIGN** 3.1 Heavy-duty 10' snow plow with integral steel deflector. 3.2 Hydraulically reversible. (ram-type) Hydraulically raised and lowered. 3.3 Plow portion of hitch must be compatible with Flink QL2 Quick Link 3.4 Hitch. 3.5 Cutting edge trip design, with moldboard being an integral part of the push frame (NOTE: Modified full moldboard trip is not acceptable). 3.6 Swivel bar for road contour. 4. MOLDBOARD DIMENSIONS Moldboard height in plowing position with an 8" cutting edge shall be 36" to 38" high. 4.1.1 Please state moldboard height A 4.2 Width 10'

Approximate clearing path.

4.3.1 10' 0" @ 0° 4.3.2 8' 0" @ 35°

Company Name
CTION m. mum. ibs minimum.
inforced by self-formed angle at the top edge t.
inforced by a 2" x 3" x 3/8" angle at the top edge t.

Yes No			
	5.	MOL	DBOARD CONSTRUCTION
		5.1	7 gauge steel minimum.
		5.2	6 reinforcing ribs minimum.
		5.3	1/4" thick reinforcing ribs minimum.
		5.4	Moldboard shall be reinforced by self-formed angle at the top edge
<u> </u>			with horizontal support.
			or
		5.4	Moldboard shall be reinforced by a 2" x 3" x 3/8" angle at the top edg
			with horizontal support.
		5.5	Upper or leading edge of moldboard to extend approximately 10"
		0.0	ahead of cutting edge in plowing position.
		5.6	Heavy-duty vertical rubber snow deflector shall be securely bolted to
		0.0	the leading edge of the moldboard.
		5.7	Approximate weight of moldboard 1450 lbs. (NOTE: Please state
		0.7	weight of moldboard lbs.)
		5.8	3/8" high test lift chains with a minimum working load limit of
		0.0	5,000 lb.
		5.9	Lift height from ground level to be a minimum of 14 inches (NOTE:
		0.0	Please state maximum lift height from ground level inches)
		5.10	Removable screw-type mount/dismount and storage jack will
		3.10	be provided.
			be provided.
	6.	TRIP	PING MECHANISM
		6.1	Two or four section trip cutting edge.
		6.2	Eight adjustable compression type trip spring assemblies.
		6.3	Each spring assembly shall include one (1) outer main and one (1)
_ _			reverse would inner spring.
		6.4	Moldboard to be standard AASHO punch.
		6.5	Cutting edge is not requested or desired.
	7.	REVE	ERSING FRAME (Semi-Circle)
		7.1	3 2" x 3 2" x 2" reinforced angle, gusseted and securely welded to
			rigid section of the moldboard assembly or equal design.
		7.2	Frame to be connected close to moldboard ends for maximum
			support.
	8.	DDIV	E FRAME
	0.		
		8.1	Heavy-duty A-frame design.
		8.2	A-frame shall be constructed of 3 2" x 3" x 2" angles with
		0.0	reinforcement as required or equal design.
		8.3	A-frame shall connected to moldboard through heavy duty 1.25" pivot
		0.4	bolt or pin.
		8.4	Oscillation coupler or swivel bar shall be connected to A-frame with 1
			2 grade 5 bolt with locking device.

Meets Specs

Meets Spec	cs	
	9.	HYDRAULICS
		9.1 Reversing system shall incorporate two (2) double acting minimum three (3) inch bore hydraulic cylinders.
		9.2 Hydraulics must provide necessary power to reverse the plow from 35° right to 35° left and hold the plow at any angle within the arc without the use of manual locking device.
		9.3 Hoses to be two (2) wire braid 3000 lb. working pressure.
		9.4 Quick couplers will be Aeroquip FD45 Series 2" Stainless Steel.
	10.	<u>PAINT</u>
		10.1 Plow shall be shotblasted or sandblasted and primed.
		10.2 Finish coat shall be minimum 2 mils urethane, black in color.

Company Name _____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidderfails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

- from the specification document <u>no matter how slight</u>. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose actsmade by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. <u>LAWS</u>

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.